

RESOLUTION AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND NORTHWESTERN UNIVERSITY

I. DEFINITIONS

The terms used in this Agreement shall have the following meaning:

- a. "Assistant Attorney General" means the Assistant Attorney General for the Civil Rights Division within the United States Department of Justice ("DOJ").
- b. "Ed." means the United States Department of Education.
- c. "Ed. OCR" means the United States Department of Education's Office of Civil Rights.
- d. "HHS" means the United States Department of Health and Human Services.
- e. "HHS OCR" means the United States Department of Health and Human Services' Office for Civil Rights.
- f. "Investigations" means those inquiries opened by the United States into Northwestern, including but not limited to inquiries opened by HHS OCR, Ed. OCR, and DOJ as of the Effective Date of this Agreement.
- g. "Parties" means Northwestern and the United States of America.
- h. "Non-Terminated Grants and Contracts" means those grants and contracts awarded to Northwestern or its researchers and faculty which were not enumerated in the United States' correspondence notifying Northwestern of certain grant and contract terminations but for which Northwestern has nevertheless received stop-work orders or has otherwise not received payment.
- i. "Northwestern" or "University" means Northwestern University, located in Evanston and Chicago, Illinois, including all undergraduate and graduate schools, components, and systems, specifically including but not limited to the Feinberg School of Medicine.
- j. "Released Claims" means only those specific civil claims or liabilities arising under Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, *et seq.*, Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, or Section 1557 of the Affordable Care Act, 42 U.S.C. § 18116, in connection with facts or events occurring prior to the Effective Date or forming the basis for any of the following investigations: (1) HHS OCR investigations into compliance with Title VI, Title IX, or Section 1557 regarding discrimination on the basis of national origin (including shared ancestry/antisemitism) and sex (including transgender procedures for minors); (2) Ed. OCR investigations into Title VI and Title IX compliance regarding race discrimination in undergraduate admissions and national origin discrimination (including shared ancestry/antisemitism); and (3) DOJ Civil Rights Division inquiries into Title VI compliance regarding race discrimination in admissions, as well as any other pending Investigations or claims. Released Claims also include those specific civil claims or liabilities arising from Northwestern's inability to comply with the terms and conditions of the Non-Terminated and Terminated Grants and Contracts arising from the non-payment of those grants and contracts. Released Claims are limited to conduct occurring before the Effective Date and do not include any claims not specified herein. Consistent with established procedural requirements, nothing in this Agreement prevents the United States from conducting subsequent compliance reviews or investigations related to any other conduct, including actions occurring after the Effective Date or breaches of this Agreement, subject to dispute resolution provisions contained in Section IV of the Agreement, or investigations into similar conduct occurring entirely after the Effective Date, including under Title VI, Title IX, or Section 1557.

- k. "Sex," "female," "male," "women," and "men" are defined in Executive Order 14168, Defending Women From Gender Ideology Extremism and Restoring Biological Truth to the Federal Government (Jan. 20, 2025), and related executive orders.
- l. "Terminated Grants and Contracts" means awards made to Northwestern or its faculty and researchers and enumerated in or covered by the United States' correspondence notifying Northwestern of certain award terminations.
- m. "United States" means the United States of America and collectively represents all the agencies identified in this Agreement.

II. INTRODUCTION

1. The United States and Northwestern (collectively, the "Parties") desire to avoid the burdens and risks of protracted litigation. This Agreement is not an admission in whole or in part by either Party, and Northwestern expressly denies liability regarding the allegations.

2. This Agreement shall become effective upon execution by all the Parties (the "Effective Date").

3. The duration of this Agreement will be three (3) years to the day from the Effective Date (the "Term").

4. No provision of this Agreement, individually or taken together, shall be construed as giving the United States authority to dictate faculty hiring, University hiring, admission decisions, Northwestern's curriculum, or the content of academic speech and research.

III. AGREEMENT BETWEEN THE PARTIES

5. With the exception of actions to enforce this Agreement, the United States agrees not to institute any civil action or other adverse agency action against Northwestern, its officers, Trustees, directors, and employees (the "Northwestern Releasees") related to the Released Claims. The United States releases Northwestern and the Northwestern Releasees from any liability related to the Released Claims. The United States is not releasing Northwestern or the Northwestern Releasees from any other liability.

6. In settlement and compromise of the Released Claims in this Agreement, Northwestern shall pay the sum of \$75,000,000 to the United States. The first payment shall be made within thirty (30) business days of the Effective Date, and each subsequent installment payment shall be made on the anniversary of the Effective Date over three (3) years.

7. No later than thirty (30) days after the Effective Date of this Agreement, Northwestern shall establish a Special Committee of the University's Board of Trustees to oversee Northwestern's compliance with this Agreement. The Special Committee shall include Board members with compliance experience. The Special Committee shall have access to the documents and information that the Special Committee deems reasonably necessary to oversee Northwestern's compliance with this Agreement.

8. This Agreement applies to the relationship between the United States and Northwestern and does not bind Northwestern or the United States with regard to any other person or entity.

A. STUDENT CONDUCT AND ADDRESSING ANTISEMITISM

9. Northwestern will ensure through clear, visible guidelines that its faculty, staff, and administration are aware of and uphold in practice the following commitments:

- a. That the protections of Title VI apply to all individuals equally, and that no groups or classes of people receive more or less protection under Title VI for their particular identity, classification, or status.
- b. That Title VI prohibits harassment on the basis of shared ancestry, including Jewish ancestry.
- c. That harassment that creates a hostile environment for students on the basis of a protected characteristic, such as shared ancestry, is a violation of Title VI.
- d. That an institution that knows or acts with deliberate indifference as to the existence of a hostile environment has an affirmative responsibility to eliminate that hostile environment, remedy its effects, and prevent its recurrence, and that these measures include disciplinary actions.
- e. That the institutional process for complaints of discrimination and harassment must include documenting investigations and decisions and ensuring that such documentation can be stored and later retrieved from the University's data systems.

10. Northwestern shall terminate the “Deering Meadow Agreement” of April 29, 2024, and reverse all policies that have been implemented or are being implemented in adherence to it.

11. Prior to the Effective Date of this Agreement, Northwestern has put in place policies and procedures relating to discrimination and harassment, including the Policy on Discrimination, Harassment, and Sexual Misconduct, Student Handbook, and Student Code of Conduct, including with respect to the following:

- a. Prohibition on subjecting another person or group to abusive, demeaning, harassing, humiliating, intimidating, threatening, or violent behavior that substantially affects the ability of the person or group to learn, work, or live in the University environment, including but not limited to: (i) physical threats; (ii) verbal or written communications to threaten violence; (iii) the use of symbols, words, or graphics to threaten violence; (iv) acts of doxing; and (v) abusive behavior toward University officials or agents acting in performance of their duties.
- b. Prohibition on engaging in abusive, demeaning, harassing, humiliating, intimidating, or threatening behavior that excludes a student from joining or participating in a student organization.
- c. Mandatory compliance with the requests, directives, or instructions of University officials acting in performance of their duties, including requests, directives, or instructions to students to identify themselves, including by removing face masks or coverings for purposes of identification.

12. Northwestern will maintain the policies and procedures set out in the preceding paragraph. During the Term of this Agreement, Northwestern shall not revise or modify these policies and procedures without the consent of the Assistant Attorney General.

13. Prior to the Effective Date of this Agreement, Northwestern has put in place policies and procedures relating to demonstration, protests, displays, and other expressive activities, including the Demonstration Policy, the Display and Solicitation Policy, Student Handbook, and

Student Code of Conduct, as set out in the Progress Report on Northwestern University Efforts to Combat Antisemitism dated August 5, 2025. Northwestern will maintain those policies and procedures and enforce them, including with respect to the following:

- a. Prohibition on demonstrations and other protest activities that occur in academic buildings and places where academic activities take place and that impede ordinary classroom activities or studying.
- b. Prohibition on overnight demonstrations in any University locations.
- c. Prohibition on any disruption, prevention, obstruction, or attempt to prevent or obstruct (i) regularly scheduled University activities; (ii) co-curricular activities; (iii) University or public events; (iv) medical center access or business; or (v) the movement of individuals throughout the campus, including on its grounds and buildings, except in specific outdoor areas designated for demonstrations.
- d. Prohibition on demonstrations at the Rock location on the Evanston campus that violate University time, place, and manner rules which are designed to limit disruption during times when classes are offered in nearby buildings.
- e. Prohibition on the use of amplified sound at the Rock location on the Evanston campus without reservation and approval or when it violates University time, place, and manner rules which are designed to limit disruption during times when classes are offered in nearby buildings.
- f. Prohibition on on-campus displays, including flyers, banners, chalking, and 3-D installations outside of areas specifically designated by Northwestern.
- g. Prohibition on the use of tents (with exception for University-sponsored events and for the purposes of guarding and painting the Rock), light displays, and chalking on buildings.
- h. All demonstration activity is subject to Northwestern's anti-discrimination and anti-harassment policies.

During the Term of this Agreement, Northwestern shall not revise or modify these policies and procedures without the consent of the Assistant Attorney General.

14. Northwestern will maintain a security infrastructure, including Northwestern University Police Department resources, private security assets, and cooperation arrangements with local, regional, and federal law enforcement, that is sufficiently resourced to prevent and investigate violations of law or Northwestern's policies and is reasonably equipped to intervene in violations while they are occurring, when practicable, so that violators could be apprehended and face appropriate discipline.

15. To further support Jewish life and the wellbeing of Jewish students on campus, Northwestern will continue to maintain the Advisory Council to the President on Jewish Life to provide input on the quality of Jewish life on campus and the University's policies, procedures, training, and programming.

16. Northwestern will engage an external party to conduct a survey to evaluate the campus climate for Northwestern students, including Jewish students. The survey shall be developed and conducted within six (6) months of the Effective Date.

- a. The survey shall, among other questions, ask students whether they feel welcome at Northwestern; whether they feel safe reporting antisemitism at Northwestern; whether they believe Northwestern has responded appropriately to any reports of alleged antisemitic conduct; whether they believe the changes Northwestern

has made since October 2023 have benefitted the Northwestern community; and whether they believe Northwestern could take any further measures to benefit the Northwestern community.

- b. Within forty-five (45) days of the conclusion of the survey, Northwestern will provide the United States with the results of the survey.

17. Prior to the Effective Date of this Agreement, Northwestern has implemented mandatory antisemitism training for all students, faculty, and staff. Northwestern will continue to provide such training to all new students, faculty, and staff in each of Northwestern's undergraduate, graduate, and professional schools, and revise it as appropriate.

18. Northwestern shall prohibit wearing of face masks or facial coverings for the purposes of concealment of an individual's identity, and shall consistently enforce that prohibition against anyone who fails to comply with a request, directive, or instruction of University officials acting in performance of their duties to remove face masks or coverings for purposes of identification.

19. Within thirty (30) days of the Effective Date of this Agreement, Northwestern shall provide to the Assistant Attorney General a spreadsheet with information about all complaints and reports received by Northwestern's Office of Civil Rights and Title IX Compliance ("OCR") since October 7, 2023, alleging discrimination or harassment against students or faculty on the basis of their shared Jewish ancestry, and Northwestern's response. Within thirty (30) days of any request, Northwestern will provide to the Assistant Attorney General a copy of the investigative file(s) for the aforementioned complaint(s) or report(s), subject to applicable privacy or confidentiality laws, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. Northwestern will conduct a review of these case files and adopt any changes or updates to its policies or procedures that it deems necessary to comply with Title VI and shall so certify as set out in Paragraph 49.

20. Northwestern's OCR will include in its annual report comprehensive data on complaints alleging antisemitism, including investigative and disciplinary actions taken. The Special Committee will regularly review the resolution of complaints alleging antisemitism or violations of the University's Demonstration and Display and Solicitation Policies.

B. NONDISCRIMINATION

21. Northwestern shall maintain merit-based admissions policies. Northwestern may not, by any means, preference applicants based on race, color, or national origin in admissions throughout its programs. Northwestern has removed any proxies for protected characteristics from application materials and requirements. No proxy for racial admission will be tolerated. Northwestern may not use personal statements, diversity narratives, or any applicant reference to racial identity as a means to introduce or justify discrimination.

22. As of the Effective Date of this Agreement, Northwestern has provided the United States with historical anonymized admissions data broken down by race, ethnicity, grade point average, and performance on standardized tests. Northwestern shall provide the United States with statistical admissions data consistent with 34 C.F.R. § 100.6(b) and similar regulations showing applicants, admitted students, and enrolled students broken down by race, ethnicity, grade point average, and performance on standardized tests, in a form permitting appropriate statistical analyses. Non-individualized statistical information regarding admissions shall be made available to the public each year for the Term of the Agreement, including information about rejected and

admitted students broken down by race, ethnicity, national origin, grade point average, and performance on standardized tests. To the extent Northwestern is required to provide substantially the same data via the Integrated Postsecondary Education Data System (IPEDS), the data provided pursuant to this paragraph shall be in the form consistent with the data provided to IPEDS.

23. Northwestern shall not maintain programs that promote unlawful efforts to achieve race-based outcomes, quotas, diversity targets, or similar efforts. Northwestern will cease any provision of any terms, conditions, or privileges of employment, or any other benefits or advantages to individuals (including, but not limited to, applicants and employees) on the basis of protected characteristics in any school, component, division, department, foundation, association, or element within the entire Northwestern University system, including but not limited to the Feinberg School of Medicine. Northwestern and each of its schools, components, divisions, and departments will comply with and follow anti-discrimination laws, including Title VI and Title IX. Northwestern agrees to comply with all applicable laws regarding the treatment of individuals.

24. Northwestern has conducted a comprehensive review of its scholarships and other processes for awarding financial aid to ensure protected characteristics are not a consideration for, nor the basis of, their award and discontinued race- or ethnicity-based scholarships. Together with its first quarterly certification as set out in Paragraph 49, Northwestern shall submit a report to the Assistant Attorney General confirming that the eligibility criteria for all awarded scholarships have been revised in compliance with Title VI and Title IX.

25. Northwestern shall provide that all hiring, promotion, tenure, compensation, and other employment practices for faculty and administrative roles are grounded solely in individual qualifications and academic and professional merit. Northwestern will not use race, color, sex, or national origin as a factor, implicit or explicit, in hiring, promotion, tenure, compensation, and other employment decisions across all schools, departments, and programs. The use of indirect methods or criteria that serve as a substitute for race-conscious hiring, promotion, tenure, compensation, and other employment practices is also prohibited. Nor may Northwestern use personal statements, diversity narratives, or applicant reference to racial identity as a means to introduce or justify discriminatory practices in hiring, promotion, tenure, compensation, or other employment practices. As of the Effective Date of this Agreement, Northwestern has removed any requirements for a diverse slate of candidates for employment based on protected characteristics.

26. As of the Effective Date of this Agreement, Northwestern has eliminated the requirement for diversity statements in faculty hiring and promotion processes across all academic departments and shall provide new guidance to search committees to ensure all processes and decisions are merit-based. Together with its first quarterly certification as set out in Paragraph 49, Northwestern shall submit a report to the Assistant Attorney General confirming the complete removal of diversity statement requirements, whether mandatory or optional, and prohibiting search committees from considering race, color, sex, or national origin, whether implicitly or explicitly, in recruiting activities, the faculty search process, and hiring decisions. The same guidelines will apply to the hiring process for academic administrators.

27. Northwestern will continue to provide regular specialized training on Title VI to staff of the Office of Civil Rights and Title IX Compliance, Office of Community Standards, Human Resources Office, and the admissions staff, which will incorporate the DOJ's "Guidance for Recipients of Federal Funding Regarding Unlawful Discrimination" of July 29, 2025, as a training resource so long as that Guidance remains operative. Northwestern will also continue to ensure that faculty and staff are made aware of the applicable Executive Orders and federal

guidance. As of the Effective Date, Northwestern has reviewed and, where appropriate, revised University training modules to comply with the foregoing.

28. Northwestern will uphold its commitment to Title IX by providing safe and fair opportunities for women, including single-sex housing for any woman, defined on the basis of sex, who requests such accommodations and all-female sports, locker rooms, and showering facilities.

29. Northwestern and its Feinberg School of Medicine shall not perform hormonal interventions and transgender surgeries, including but not limited to mastectomies, phalloplasties, vaginoplasties, and/or any other procedure intended to alter an individual's sex characteristics, on any individual under the age of 18 years old, effective immediately upon the Effective Date of this Agreement.

- a. Northwestern shall revise all policies, protocols, and public-facing materials at Feinberg School of Medicine to reflect the commitment set forth in this paragraph on hormonal interventions and transgender surgeries to individuals under the age of 18 years old and ensure compliance with federal laws.
- b. Northwestern shall notify all faculty and administrators of the Feinberg School of Medicine of Northwestern's commitments set forth above regarding transgender surgeries on minors within thirty (30) days of the Effective Date.

30. Together with its first quarterly certification as set out in Paragraph 49, Northwestern shall submit a report to the Assistant Attorney General, confirming compliance with the preceding paragraph. The report shall include documentation of compliance, such as revised policy documents and copies of notifications sent.

C. NATIONAL SECURITY

31. Northwestern will undertake a comprehensive review of its international admissions practices and policies for international students and will ensure that international students are asked questions designed to elicit their reasons for wishing to study at Northwestern and in the United States. Northwestern will also develop training materials to socialize international students to the norms of a campus dedicated to free inquiry and open debate.

32. Northwestern will examine its business model and determine whether steps are necessary to decrease financial reliance on foreign student admissions or partnerships with foreign entities.

33. Northwestern will comply with all legal requirements related to the Student and Exchange Visitor Program ("SEVIS" Program) and comply with all requests for immigration information consistent with the requirements of the program. Northwestern will promptly provide the United States, upon request, with all disciplinary actions involving student visa holders resulting in expulsions or suspensions, and arrest records of which Northwestern is aware for criminal activity, including trespass or other violations of law, to the extent permitted by FERPA.

34. Northwestern will comply with all foreign gift and contract reporting obligations, including under Section 117 of the Higher Education Act of 1965 (20 U.S.C. § 1011f). Northwestern will comply with reasonable and lawful requests from the United States for information related to foreign funding sources. Northwestern understands that its foreign funding reports must be submitted in a timely manner, must accurately indicate the true country of origin of the foreign gift or contract, and must accurately identify whether the foreign source is a governmental or nongovernmental entity.

35. Northwestern acknowledges that Ed. issued a notice of interpretation stating that failure to adequately report Section 117 gifts and contracts is a violation of the HEA Program Participation Agreement under 20 U.S.C. § 1094(a)(17). 85 Fed. Reg. 72567, 72568 (Nov. 13, 2020). That notice provides that, in addition to obtaining records and employee interviews under 34 C.F.R. § 668.24 in furtherance of any investigation about the sufficiency of Northwestern's Section 117 reporting, the Secretary is authorized under 20 U.S.C. § 1097a to require by subpoena the production of information, documents, reports, answers, records, accounts, papers, and other documentary evidence pertaining to participation in any program under Title IV of the Higher Education Act. Consistent with applicable law, Northwestern understands that the Secretary is also authorized to share such records with other agencies of the U.S. Government for law enforcement and other lawful purposes.

D. ADDITIONAL PROVISIONS

36. No later than thirty (30) days after the Effective Date of this Agreement, Northwestern shall establish procedures by which any member of the Northwestern community can report allegations of noncompliance with the reforms detailed in this Agreement to Northwestern. Those procedures shall also prohibit Northwestern from retaliating against someone for making a report of noncompliance. Together with its quarterly certifications as set out in Paragraph 49, Northwestern shall provide the United States with information about any such complaints, including the nature of each complaint and steps taken by Northwestern to investigate them.

37. In consideration for entering into this Agreement, the United States shall provide to Northwestern the financial equivalent of the costs associated with the Terminated Grants and Contracts listed in Appendix A that would be payable in the ordinary course upon the Effective Date of this Agreement. Any other terminated grants or contracts are excluded from this provision.

38. The United States shall further:

- a. As soon as reasonably practicable, but no later than thirty (30) days after the Effective Date, enable Northwestern to draw down all payments consistent with the approved budgets for each grant, including but not limited to overdue payments on Non-Terminated Grants and Contracts (including but not limited to those listed in Appendix B), timely process payments for Non-Terminated and Terminated Grants and Contracts, lift any stop-work orders on Non-Terminated Grants and Contracts, timely renew relevant non-competitive grants in the ordinary course and consistent with past practice, and confirm that Non-Terminated Grants and Contracts will not be withheld or terminated in the future in relation to the Released Claims and conduct covered under this Agreement;
- b. Treat Northwestern as eligible for further grants, contracts, and awards, and fairly consider all applications for federal funding submitted by Northwestern, in the ordinary course, on the same basis as other universities and no less favorable than those available to any other university;
- c. Permanently close any and all pending Investigations or compliance reviews by HHS and Ed. regarding Northwestern's compliance with anti-discrimination laws, including Title VI's prohibition against discrimination based on race in undergraduate admissions, and Title VI's and/or Section 1557's prohibition against discrimination based on national origin, including shared ancestry; and permanently close any and all pending Investigations, compliance reviews, or

inquiries by the DOJ Civil Rights Division regarding Northwestern's compliance with Title VI's prohibition against discrimination based on race in admissions.

IV. DISPUTE RESOLUTION, CERTIFICATION, AND ENFORCEMENT

39. If either Party reasonably believes that the other is in violation of the terms of this Agreement, including those reporting obligations outlined below, it shall provide prompt written notice to the other Party and identify with specificity the portion or portions of this Agreement about which it has concerns.

40. Following receipt of such notice, Northwestern or the United States shall respond in writing within five (5) business days of receipt.

41. Within ten (10) business days of receipt of the written response identified in the preceding paragraph, the Parties shall attempt to resolve informally the disputes identified in the notices and response materials, including by affording the notified Party a reasonable opportunity to cure. The Parties shall engage in good faith efforts to resolve the issue before seeking further action.

42. If after the expiration of the ten (10) business days following the deadline to produce the response as set forth above resolution of the issue(s) has not been achieved, the United States or Northwestern may commence, initiate, or institute a non-binding Arbitration before a single Arbitrator, selected and chosen by the Parties from the members of the College of Commercial Arbitrators. Within sixty (60) days of the commencement of the Arbitration, the Arbitrator shall issue a non-binding, advisory only, Reasoned Decision. The Reasoned Decision shall be confidential, shall have no evidentiary weight whatsoever, shall be entirely inadmissible in any proceeding, including civil claims or any appeals or appellate proceedings, and shall have no preclusive effect of any kind. The Parties agree that in the Reasoned Decision, the Arbitrator may (1) address whether the Agreement has been breached; (2) address questions regarding the interpretation and meaning of the Agreement or any provision thereof; and (3) recommend appropriate remedies, if any. Neither Party shall have any right or entitlement to appeal or seek further relief or remedies from the Reasoned Decision or any part thereof.

43. Subject only to the non-binding alternative dispute resolution mechanisms set forth in this section, any action brought by either Party to enforce this Agreement must be brought in the United States District Court for the Northern District of Illinois (the "Court"). The Parties agree that the Court shall be exclusively appropriate as to both venue and jurisdiction over this Agreement.

44. Nothing about or contained in this Agreement shall limit, impair, or prevent either Party to this Agreement from initiating any proceeding in the Court to enforce this Agreement or seek remedies for the breach thereof, including injunctive relief. All rights of the Parties to pursue any applicable remedy in law or equity in the Court shall be preserved to the maximum extent permitted by applicable law. Additionally, nothing about or contained in this Agreement shall limit, impair, or prevent any Party to this Agreement from pursuing appellate rights and remedies of any order, judgment, ruling, verdict, or outcome of proceedings initiated or commenced in the Court.

45. After the issuance of the Reasoned Decision, or the expiration of sixty (60) days following initiation or commencement of the non-binding Arbitration, whichever is earlier, either

Party shall be entitled to commence a civil action in the Court. While the Parties undertake the dispute resolution steps set out in Paragraphs 39-44, neither Party shall take any steps inconsistent with the terms of this Agreement, including but not limited to suspending or terminating any grants, contracts, or awards or failing to provide any reports or information required by the terms of the Agreement.

46. The United States shall have discretion and authority to initiate and conduct reasonable compliance audits, reviews, inquiries, or investigations to the maximum extent ordinarily permitted by Title VI. If the Assistant Attorney General determines that Northwestern has breached any term or provision of this Agreement, the Assistant Attorney General shall issue a written notice to Northwestern identifying any breach or deficiencies. Upon receipt of notice from the Assistant Attorney General, the dispute resolution mechanisms and provisions in this Agreement shall apply. Subject to the dispute resolution provisions above, nothing about this Agreement shall limit or preclude either Party from initiating a civil action sounding in law or equity for any appropriate measure of damages or relief, including injunctive relief, in the Court and nothing about this Agreement shall limit, impair, or preclude either Party's appellate rights or rights of appeal.

47. Both Parties affirm the importance of and their support for civil rights. Northwestern affirms its commitment to complying with federal civil rights law and the terms of this Agreement.

48. Northwestern agrees that, during the Term of this Agreement, its President or Interim President will report to the Assistant Attorney General each quarter on Northwestern's compliance with the terms of this Agreement.

49. Northwestern's President or Interim President and the Chair of the Board of Trustees of Northwestern shall each independently certify under penalty of perjury each quarter Northwestern's full compliance with all the provisions in this Agreement. Such certification will state:

I, _____ [Interim President/President or Chair of the Board of Trustees] of Northwestern University, hereby certify, to the best of my knowledge and after reasonable review and investigation, that Northwestern University has maintained and implemented policies and procedures as well as training programs to ensure material compliance with the Agreement between the United States and Northwestern University dated [Effective Date].

50. The United States may make such inquiries as it deems necessary to verify the accuracy of such certification.

V. GENERAL PROVISIONS

51. Northwestern shall bear all costs associated with implementing the terms of this Agreement. The Parties shall bear their own costs, expenses, and attorney's fees in connection with this Agreement, except that the Parties shall retain the right to seek costs for any matter which in the future may arise from this Agreement.

52. If any provision of this Agreement is found to be unlawful, only the specific provision in question will be affected, and the other provisions will remain in full force and effect.

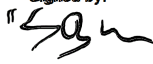
53. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one Agreement. The Parties agree to be bound by electronic and facsimile signatures.

54. This Agreement is enforceable only by the Parties and those released herein, the Northwestern Releasees. No other person or entity is, or is intended to be, a third-party beneficiary of the provisions of this Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no other person or entity may assert any claim or right as a beneficiary or protected class under this Agreement. The Agreement does not create a private right of action for any non-party. The Parties agree to defend the terms of this Agreement should they be challenged in any forum.

55. This Agreement represents the entire Agreement of the Parties with respect to the subject matter hereof and supersedes all prior Agreements and understandings of the Parties with respect to the subject matter hereof. Nothing in this Agreement prohibits the United States from bringing actions against Northwestern for future violations of Title VI, Title IX, or other provisions of federal law on the same basis it would bring similar actions against other institutions.

56. There is no restriction on the publication of the Agreement upon its finalization. In addition, the United States may be required to disclose material related to this Agreement to any person pursuant to the requirements of the Freedom of Information Act, 5 U.S.C. § 522, and its implementing regulations.

For Northwestern University

Signed by:

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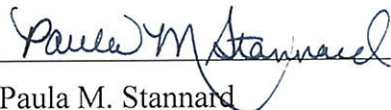
Henry S. Bienen
Interim President, Northwestern University
633 Clark Street
Evanston, IL 60208

For the United States:



The Honorable Harmeet K. Dhillon
Assistant Attorney General
U.S. Department of Justice, Civil Rights Division
950 Pennsylvania Avenue, N.W.
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For the Department of Health and Human Services:



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Dated: 11/28/2025